
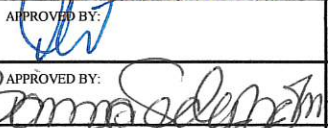
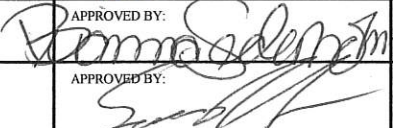
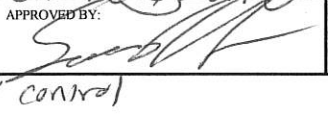


WEBER COUNTY SUMMARY CONTRACT SHEET

CONTRACT NO. _____

The Originating Department and Preliminary Approval Sections must be completed BEFORE submitting contract for the agenda.

| ORIGINATING DEPARTMENT | | | |
|---|---|---|---|
| TYPE OF CONTRACT: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Change Order to Contract # | | | |
| CONTRACTOR/VENDOR: <u>Weber County Weed Department</u> | | | |
| Address: <u>2222 S. 1900 W. Ogden, UT 84401</u> | | | |
| Phone: <u>801-399-8356</u> Contact Person: <u>Taylor Christensen</u> | | | |
| W-9 Attached <input type="checkbox"/> N/A <input type="checkbox"/> | | Email: <u>tchristensen@co.weber.ut.us</u> | |
| CONTRACT TITLE: <u>Cooperative Agreement</u> | | | |
| PURPOSE: <u>Control Phragmites in wetland areas throughout the county</u> | | | |
| # OF ORIGINALS ENCLOSED: at least 2 or 1/entity: | | ALL ATTACHMENTS INCLUDED: <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| EFFECTIVE DATE: <u>3/15/18</u> | | TERMINATION DATE: <u>12/21/18</u> | |
| ORG: <u>25420000</u> | OBJECT: <u>640000</u> | PROJECT: | |
| AMOUNT BY YEAR: \$ <u>10,000</u> | | <input checked="" type="checkbox"/> Revenue <input checked="" type="checkbox"/> Expenditures | <input checked="" type="checkbox"/> One-Time <input type="checkbox"/> Ongoing |
| COMMISSION PRESENTER + PHONE #: | | | |
| SPECIAL INSTRUCTIONS/COMMENTS: | | | |
| PRELIMINARY APPROVALS | | | |
| DEPARTMENT HEAD | APPROVED BY:  | DATE APPROVED: <u>3/23/18</u> | RECOMMENDED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| COUNTY ATTORNEY | APPROVED BY:  | DATE APPROVED: <u>3/20/18</u> | REVISIONS NECESSARY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| PURCHASING: | APPROVED BY:  | DATE APPROVED: <u>3/23/18</u> | COMPLIES W/ PURCHASING POLICIES <input type="checkbox"/> YES <input type="checkbox"/> NO <u>N/A</u> |
| COMPTROLLER: | APPROVED BY:  | DATE APPROVED: <u>3/23/18</u> | BUDGET AVAILABLE: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| COMMENTS: <u>Grant for weed control</u> | | | |
| COUNTY COMMISSION APPROVAL | | | |
| COMMISSION APPROVAL: | | | DATE APPROVED: |
| VOTING RECORD: Ebert Gibson Harvey | | | |
| COMMENTS: | | | |
| RETURN AN ORIGINAL CONTRACT TO THE CLERK/AUDITOR'S OFFICE AFTER ALL SIGNATURES HAVE BEEN OBTAINED | | | |

Cooperative Agreement

BETWEEN
WEBER COUNTY
AND
UTAH DEPARTMENT OF NATURAL RESOURCES,
DIVISION OF WILDLIFE RESOURCES

Pursuant to Utah Code §23-22-1, this COOPERATIVE AGREEMENT is made and entered into upon the date of the last signature to this document, between the State of Utah, Department of Natural Resources, Division of Wildlife Resources (UDWR) and Weber County for completion of the *Box Elder, Weber, Rich, and Cache County Phragmites Control FYI 8 (WRI #4071)* proposed through the Utah Partners for Conservation and Development (UPCD) Watershed Restoration Initiative (WRI).

The Parties agree as follows:

1. UDWR will:
 - a. Reimburse Weber County up to \$10,000 for the completion of the *Box Elder, Weber, Rich, and Cache County Phragmites Control FYI 8 (WRI #4071)*.
 - b. UDWR will assist with entering of project completion reports as needed.
2. Weber County will:
 - a. Will control Phragmites (common reed) in wetland areas throughout the county for the completion of *Box Elder, Weber, Rich, and Cache County Phragmites Control FYI 8 (WRI #4071)* proposed through the UPCD Watershed Restoration Initiative. Project activities will be completed by December 21, 2018.
 - b. Oversee project work and ensure that project managers submit completion reports in the WRI online database within 3 months of completion of project or by August 31, 2019.

All provisions of Attachment A and Attachment B are incorporated into and become a part of this Cooperative Agreement. If provisions of the Cooperative Agreement conflict, the order of precedence shall be (i) Attachment A; (ii) Cooperative Agreement signature page; and (iii) Attachment B.

SIGNATURES ON FOLLOWING PAGE

Agreed to by:

Weber County

Date

Division of Wildlife Resources/Director

Date

Division of Wildlife Resources/Financial Manager

Date

State of Utah/Division of Finance

Date

ATTACHMENT A – STANDARD TERMS AND CONDITIONS

1. **INVOICING:** The Parties agree to share records with one another detailing expenditures pursuant to the Cooperative Agreement on a quarterly basis, and to reconcile all accounts no later than June 30 annually. The Cooperative Agreement number shall be listed on all invoices, freight tickets, and correspondence.
2. **LAWS AND REGULATIONS:** Each Party shall be responsible for ensuring their individual compliance with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure, certification, and permitting requirements.
3. **CONFLICT OF INTEREST:** PARTNER represents that none of its officers or employees are officers or employees of UDWR or the State of Utah, unless prior written disclosure has been made to UDWR.
4. **RECORDS ADMINISTRATION:** PARTNER shall maintain all records necessary to properly account for PARTNER's performance and the payments it receives from UDWR pursuant to this Cooperative Agreement. These records shall be retained by PARTNER for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. PARTNER agrees to allow, at no additional cost, the State of Utah, federal auditors, and UDWR staff, access to all such records.
5. **TERMINATION:** This Cooperative Agreement may be terminated with cause by UDWR in advance of the specified expiration date by providing prior written notice to PARTNER. PARTNER will be given ten (10) days after written notification to correct and cease the violations, after which this Cooperative Agreement may be terminated for cause immediately. This Cooperative Agreement may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. UDWR and PARTNER may terminate this Cooperative Agreement, in whole or in part, at any time, by mutual agreement in writing. Upon termination of the Cooperative Agreement, PARTNER shall be compensated for eligible services properly performed up to the effective date of the notice of termination. In no circumstance shall UDWR be responsible for any costs for services unsatisfactorily performed, outside of the scope of the project proposal, performed after the effective date of the notice of termination, or for costs exceeding the reimbursable total identified herein.
6. **GOVERNING LAW AND VENUE:** This Cooperative Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Cooperative Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
7. **DEBARMENT:** PARTNER certifies that it is not presently nor has ever been debarred,

suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. PARTNER must notify the UDWR within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during the Cooperative Agreement term.

8. **LIABILITY:** Each Party shall be responsible for any claims, losses, suits, actions, damages, and costs of every name and description arising out of their own performance under this Cooperative Agreement. If one or more parties are found negligent, they each shall bear their proportionate share of any allocated fault or responsibility. Nothing herein shall be construed as waiving any immunity, the monetary damage limitations, or any other provision set forth in the Utah Governmental Immunity Act, Utah Code §§ 63G-7-101 through 63G-7-904.

ATTACHMENT B – PROJECT PROPOSAL

[ADD PROJECT PROPOSAL]